

MEMORANDUM AGREEMENT

THIS AGREEMENT, entered into this 27th day of January, 2015, by and between the CITY OF GUNNISON, a Colorado home-rule municipality, existing under the laws of the State of Colorado, hereinafter called "GUNNISON", and GUNNISON COUNTRY CHAMBER OF COMMERCE, a non-profit corporation of the State of Colorado, hereinafter called "CHAMBER", WITNESSETH:

WHEREAS, GUNNISON believes it to be in the interest of the citizens of the City of Gunnison for GUNNISON to contract for CHAMBER to perform certain services to the community; and

WHEREAS, GUNNISON has budgeted certain funds for said services to be provided in the agreed time period;

NOW, THEREFORE, the parties hereto, intending to be legally bound hereby, for and in consideration of the mutual covenants contained herein, agree as follows:

1. CHAMBER agrees to provide the following services to the citizens of GUNNISON during the term beginning January 1, 2015, through December 31, 2015:
 - (a) operate and maintain the Gunnison Country Visitor Center at a level that gives a premier first impression of the Gunnison Community to visitors both in person, over the phone and on the internet,
 - (b) provide visitors to our area a reason to stay longer in Gunnison or a desire to come back for a longer visit by educating the visitor on the many things to see and do in our community,
 - (c) provide superior services to all forms of inquiry into the Visitor Center from both visitors and local residents,
 - (d) manage toll-free telephone service for inquiries,
 - (e) supply maps and brochures to conventions and groups, or for economic development purposes upon request,
 - (f) compile information and produce Gunnison Fact Sheet for use with relocation and economic development inquiries,


- (g) respond to all inquiries received regarding vacation/relocation information,
 - (h) make presentations on Gunnison Country vacation opportunities to groups upon request,
 - (i) produce seasonal calendar of events,
 - (j) produce City map,
 - (k) maintain a link between the CHAMBER'S web site and the CITY'S web site,
 - (l) sponsor Gunnison Retail Council activities.
2. CHAMBER agrees to:
- (a) demonstrate on-going efforts to cooperate and collaborate with other community based organizations and groups,
 - (b) demonstrate financial support (both cash and in-kind) from other resources (exclusive of the City of Gunnison),
 - (c) meet with City staff and councilors to discuss Visitor Center funding options prior to July 1, 2015,
 - (d) provide City Council with semi-annual updates regarding CHAMBER operations and meet with the City's personnel from time to time in order to coordinate the activities of the CHAMBER with the activities of other promotional entities operating in the City of Gunnison,
 - (e) acknowledge the financial support of the City of Gunnison in advertising and promotional literature,
 - (f) not utilize City funds as a "pass through" to other City funded programs without a specific allowance or reference in this agreement.
3. In consideration of the funds to be paid to the CHAMBER by GUNNISON pursuant to this agreement, CHAMBER represents and warrants that in making business referrals in response to inquiries from the public, the CHAMBER will refer members of the public to businesses which do not maintain membership in the CHAMBER when either CHAMBER members do not offer the service or goods

requested, or when CHAMBER members cannot accommodate the requested services or goods.

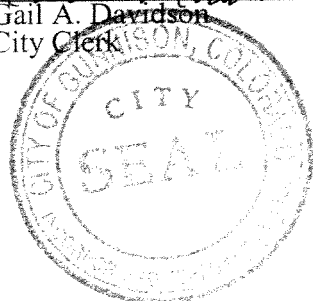
4. GUNNISON hereby agrees to provide the funds previously appropriated and budgeted to CHAMBER in the amount of Thirteen-Thousand Five-Hundred and no/100 Dollars (\$13,500.00), in accordance with the following schedule:
 - (a) 50 per cent of \$13,500 within thirty (30) days of execution of this agreement,
 - (b) 50 per cent of \$13,500 within thirty (30) days of the mid-year report to City Council.
5. CHAMBER agrees to provide GUNNISON with a synopsis of the program's accomplishments during the term of this agreement no later than December 31, 2015.
6. This written agreement constitutes the only expressed or implied understanding related to business support between GUNNISON and CHAMBER, respectively.
7. This agreement shall be construed according to the laws of the State of Colorado.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals the day and year first above written.

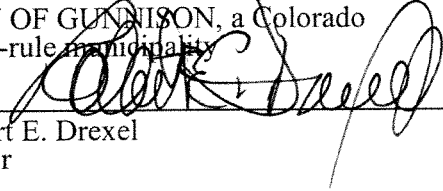
ATTEST:



Gail A. Davidson
City Clerk



CITY OF GUNNISON, a Colorado
home-rule municipality

By 

Robert E. Drexel
Mayor

GUNNISON COUNTRY CHAMBER OF
COMMERCE

By 

Tammy N. Scott
Director